

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF VIRGINIA**

TOMMY DEWAYNE DOBSON
ANNE CHRISTINE DOBSON,

Chapter 11
Case No. 23-60148

Debtors.

TERRY LYNN,

Plaintiff,

v.

TOMMY DEWAYNE DOBSON
ANNE CHRISTINE DOBSON,

Adversary Proceeding
Case No. 23-06013
Chapter 11

Defendants.

ANSWER TO COMPLAINT

Tommy Dewayne Dobson and Anne Christine Dobson (the “Dobsons” or the “Debtors”) respectfully submit their answer to the complaint (the “Complaint”) filed by Terry Lynn (the “Plaintiff”) as follows:

1. Defendants admit the allegations in paragraph 1 of the Complaint.
2. Defendants admit the allegations in paragraph 2 of the Complaint.
3. Defendants admit the allegations in paragraph 3 of the Complaint.
4. Defendants admit the allegations in paragraph 4 of the Complaint.
5. Defendants admit the allegations in paragraph 5 of the Complaint.
6. Defendants admit the allegations in paragraph 6 of the Complaint, with the exception that they reside in Louisa County.
7. Defendants admit the allegations in paragraph 7 of the Complaint, with the exception that they reside in Louisa County.

8. Defendants admit the allegations in paragraph 8 of the Complaint.
9. Defendants admit that Ms. Dobson has served as secretary and deny all other allegations in paragraph 9 of the Complaint.
10. Defendants admit the allegations in paragraph 10 of the Complaint, with the exception that the discussions were initiated prior to September of 2020.
11. Defendants admit the allegations in paragraph 11 of the Complaint.
12. Defendants deny the allegations in paragraph 12 of the Complaint.
13. Defendants deny the allegations in paragraph 13 of the Complaint.
14. Defendants deny the allegations in paragraph 14 of the Complaint.
15. Defendants deny the allegations in paragraph 15 of the Complaint.
16. Defendants deny the allegations in paragraph 16 of the Complaint.
17. Defendants deny the allegations in paragraph 17 of the Complaint.
18. Defendants deny the allegations in paragraph 18 of the Complaint.
19. Defendants admit only that Plaintiff made statements that she needed to stay within a budget and Defendants deny all other the allegations in paragraph 19 of the Complaint.
20. Defendants deny the allegations in paragraph 20 of the Complaint.
21. Defendants deny the characterizations and allegations in paragraph 21 of the Complaint and aver that the contract document referenced in that paragraph speaks for itself and requires no response from the Defendants.
22. Defendants deny the allegations in paragraph 22 of the Complaint.
23. Defendants deny the characterizations and allegations in paragraph 23 of the Complaint, except that the Defendants admit the date of the contract.

24. Defendants admit the allegations in paragraph 24 of the Complaint.
25. Defendants deny the allegations in paragraph 25 of the Complaint.
26. Defendants admit that the check was picked up on June 4, 2023, and deny all other the allegations in paragraph 26 of the Complaint.
27. Defendants deny the allegations in paragraph 27 of the Complaint.
28. Defendants deny the allegations in paragraph 28 of the Complaint.
29. Defendants deny the allegations in paragraph 29 of the Complaint.
30. Defendants deny the allegations in paragraph 30 of the Complaint, with the exception that Ms. Dobson was aware that the check would be deposited into the Dobson Homes, Inc., general operating account.
31. Defendants deny the allegations in paragraph 31 of the Complaint, with the exception that the check was deposited into the Dobson Homes, Inc., general operating account.
32. Defendants are not clear on what Plaintiff is alleging with respect to whether a payment has been “accounted for.” Defendants acknowledge receipt of the payment from Plaintiff and deny all other allegations in paragraph 32 of the Complaint.
33. Defendants admit the allegations in paragraph 33 of the Complaint.
34. Defendants deny the allegations in paragraph 34 of the Complaint.
35. Defendants deny the allegations in paragraph 35 of the Complaint.
36. Defendants admit the allegations in paragraph 36 of the Complaint.
37. Defendants deny the allegations in paragraph 37 of the Complaint.
38. Defendants deny the allegations in paragraph 38 of the Complaint.
39. Defendants are not clear on what Plaintiff is alleging with respect to whether money has been “accounted for.” Defendants acknowledge receipt of the money from the sale of

timber cleared from Plaintiff's property and deny all other allegations in paragraph 39 of the Complaint.

40. Defendants admit the allegations in paragraph 40 of the Complaint.
41. Defendants deny the allegations in paragraph 41 of the Complaint.
42. Defendants are not clear on what Plaintiff is alleging with respect to an "accounting." Defendants acknowledge receipt of money from the sale of timber cleared from Plaintiff's property and receipt of the funds from Plaintiff as alleged. Defendants deny all other allegations in paragraph 42 of the Complaint.

43. Defendants deny the allegations in paragraph 43 of the Complaint.
44. Defendants deny the allegations in paragraph 44 of the Complaint.
45. Defendants deny the allegations in paragraph 45 of the Complaint.
46. Defendants deny the allegations in paragraph 46 of the Complaint, with the exception that they did not pay for the gravel delivered to the Plaintiff's property.
47. Defendants deny the allegations in paragraph 47 of the Complaint.
48. Defendants admit the allegations in paragraph 48 of the Complaint.
49. Defendants admit the allegations in paragraph 49 of the Complaint.
50. Defendants admit the allegations in paragraph 50 of the Complaint.
51. Defendants deny the allegations in paragraph 51 of the Complaint.
52. Defendants repeat and incorporate their answers to all of the preceding allegations within Paragraphs 1-51 as if set forth fully in their response to Paragraph 52.

53. The allegations in paragraph 53 are legal conclusions to which no answer is required. To the extent an answer is required, Defendants deny the allegations in paragraph 53 of the Complaint.

54. Defendants deny the allegations in paragraph 54 of the Complaint.
 55. Defendants deny the allegations in paragraph 55 of the Complaint.
 56. Defendants deny the allegations in paragraph 56 of the Complaint.
 57. Defendants deny the allegations in paragraph 57 of the Complaint.
 58. Defendants deny the allegations in paragraph 58 of the Complaint.
 59. Defendants deny the allegations in paragraph 59 of the Complaint.
 60. Defendants deny the allegations in paragraph 60 of the Complaint.
 61. Defendants deny the allegations in paragraph 61 of the Complaint.
 62. Defendants deny the allegations in paragraph 62 of the Complaint.
 63. Defendants deny the allegations in paragraph 63 of the Complaint.
 64. Defendants deny the allegations in paragraph 64 of the Complaint.
 65. Defendants deny the allegations in paragraph 65 of the Complaint.
 66. Defendants deny the allegations in paragraph 66 of the Complaint.
 67. Defendants deny the allegations in paragraph 67 of the Complaint.
 68. Defendants deny the allegations in paragraph 68 of the Complaint.
 69. Defendants deny the allegations in paragraph 69 of the Complaint.
 70. Defendants repeat and incorporate their answers to all of the preceding allegations within Paragraphs 1-69 as if set forth fully in their response to Paragraph 70.
71. The allegations in paragraph 71 are legal conclusions to which no answer is required. To the extent an answer is required, Defendants deny the allegations in paragraph 71 of the Complaint.
72. Defendants deny the allegations in paragraph 72 of the Complaint.
73. Defendants deny the allegations in paragraph 73 of the Complaint.

74. Defendants deny the allegations in paragraph 74 of the Complaint.
75. Defendants deny the allegations in paragraph 75 of the Complaint.
76. Defendants deny the allegations in paragraph 76 of the Complaint.
77. Defendants deny the allegations in paragraph 77 of the Complaint.
78. Defendants deny the allegations in paragraph 78 of the Complaint.
79. Defendants deny the allegations in paragraph 79 of the Complaint.
80. Defendants deny the allegations in paragraph 80 of the Complaint.
81. Defendants repeat and incorporate their answers to all of the preceding allegations within Paragraphs 1-80 as if set forth fully in their response to Paragraph 81.
82. The allegations in paragraph 82 are legal conclusions to which no answer is required. To the extent an answer is required, Defendants deny the allegations in paragraph 82 of the Complaint.
83. The allegation in paragraph 83 is a legal conclusion to which no answer is required. To the extent an answer is required, Defendants deny the allegations in paragraph 83 of the Complaint.
84. Defendants deny the allegations in paragraph 84 of the Complaint.
85. Defendants deny the allegations in paragraph 85 of the Complaint.
86. Defendants deny the allegations in paragraph 86 of the Complaint.
87. Defendants deny the allegations in paragraph 87 of the Complaint.
88. Defendants deny the allegations in paragraph 88 of the Complaint.
89. Defendants deny the allegations in paragraph 89 of the Complaint.
90. Defendants deny the allegations in paragraph 90 of the Complaint.

91. Defendants repeat and incorporate their answers to all of the preceding allegations within Paragraphs 1-90 as if set forth fully in their response to Paragraph 91.

92. The allegations in paragraph 92 are legal conclusions to which no answer is required. To the extent an answer is required, Defendants deny the allegations in paragraph 92 of the Complaint.

93. Defendants deny the allegations in paragraph 93 of the Complaint.

94. Defendants deny the allegations in paragraph 94 of the Complaint.

95. Defendants deny the allegations in paragraph 95 of the Complaint.

96. Defendants deny the allegations in paragraph 96 of the Complaint.

97. The allegations in paragraph 97 of the Complaint contain Plaintiff's request for relief, to which no response is required. To the extent this paragraph is deemed to contain factual allegations, Defendants deny those allegations and deny that Plaintiff is entitled to any such relief.

98. The allegations in paragraph 98 of the Complaint contain Plaintiff's request for relief, to which no response is required. To the extent this paragraph is deemed to contain factual allegations, Defendants deny those allegations and deny that Plaintiff is entitled to any such relief.

99. The allegations in paragraph 99 of the Complaint contain Plaintiff's request for relief, to which no response is required. To the extent this paragraph is deemed to contain factual allegations, Defendants deny those allegations and deny that Plaintiff is entitled to any such relief.

100. The allegations in paragraph 100 of the Complaint contain Plaintiff's request for relief, to which no response is required. To the extent this paragraph is deemed to contain factual

allegations, Defendants deny those allegations and deny that Plaintiff is entitled to any such relief.

101. The allegations in paragraph 101 of the Complaint contain Plaintiff's request for relief, to which no response is required. To the extent this paragraph is deemed to contain factual allegations, Defendants deny those allegations and deny that Plaintiff is entitled to any such relief.

102. The allegations in paragraph 102 of the Complaint contain Plaintiff's request for relief, to which no response is required. To the extent this paragraph is deemed to contain factual allegations, Defendants deny those allegations and deny that Plaintiff is entitled to any such relief.

AFFIRMATIVE DEFENSES

103. Defendants assert the following affirmative defenses:

- a. Estoppel.
- b. Laches.
- c. Statute of frauds.
- d. Statute of limitations.
- e. Waiver.
- f. Breach of Contract.
- g. Accord and Satisfaction.
- h. Quantum Meruit.
- i. Unjust enrichment.
- j. Impossibility of Contract Performance.
- k. Privity of Contract

Defendants reserve the right to add additional affirmative defenses as they become known through discovery and/or investigation of this matter.

WHEREFORE, Defendants pray for relief as follows:

- a. That the Court enter an Order denying all relief;
- b. That Plaintiff's Complaint be dismissed;
- c. That Defendants be awarded their costs and reasonable attorneys' fees; and
- d. For such other and further relief as this Court deems just and proper.

June 5, 2023

TOMMY DEWAYNE DOBSON
ANNE CHRISTINE DOBSON

By: /s/ David Cox
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Certification

This certifies that this document was served via ECF and email, separately, on June 5, 2023, and mailed by US Mail, postage paid, first class on the same date to:

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/s/ David Cox